

19978-A

ASSIGNMENT AND
ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated March 15, 1996 (this "Agreement"), between GWI LEASING CORPORATION, a Delaware corporation ("Assignor"), and THE CIT GROUP/EQUIPMENT FINANCING, INC., a New York corporation ("Assignee").

WHEREAS, Assignor desires to transfer to Assignee all of its right, title and interest (the "Lessor's Interest") in to and under that certain Lease Agreement dated as of March 1, 1996, 1996 (the "Lease") between Assignor, lessor thereunder, and Wheeling & Lake Erie Railway Company, a Delaware corporation (the "Lessee"), lessee thereunder; and

WHEREAS, the Lease pertains to the railcars set forth on Schedule A attached hereto; and

WHEREAS, the Lease was recorded with the Surface Transportation Board on March , 1996 at .m. as recordation number .

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee agree as follows:

Section 1. Transfer and Assumption. Assignor does hereby sell, assign and transfer to Assignee all of Assignor's present and future rights, obligations and interests in, to and under the Lease (the "Lessor's Interest"), and Assignee hereby accepts the Lessor's Interest from Assignor. Assignor and Assignee agree that such sale, assignment, transfer and acceptance is effective on the date and at the time of the filing of this Assignment and Assumption Agreement with the Surface Transportation Board (the "Closing Date"). Assignee agrees that, from and after the Closing Date, it shall be bound by all the terms of, and shall have assumed and undertaken to perform all the obligations of Assignor with respect to the Lessor's Interest.

Section 2. Effect of Transfer. Upon the execution and delivery of this Agreement and the filing of the same with the Surface Transportation Board, Assignee shall be deemed the Lessor for all purposes of the Lease, and each reference in the Lease to "Lessor" shall thereafter be deemed to be Assignee, except with respect to Reserved Rights. Assignee expressly assumes hereunder all and any liability and obligation of Assignor accruing or arising under the Lease on and after the Closing Date.

Section 3. No Third Party Benefit. Assignor and Assignee agree that, except as otherwise specifically stated herein, the provisions of this Agreement are for the sole benefit of Assignor, Assignee, Lessee and their respective successors and assigns, and are not for the benefit, directly or indirectly, of any other Person.

Section 4. Notices. Any notices provided for in the Lease shall be delivered to Assignee at the following address or such other place as Assignee may designate in accordance with the Lease:

The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas, 20th Floor
New York, NY 10036

Attention: Manager - Rail Group

Section 5. Headings. The headings of the Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 6. GOVERNING LAW. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 7. Definitions. Capitalized terms used herein without definition shall have the meanings given them in the Purchase Agreement described in Section 9 below.

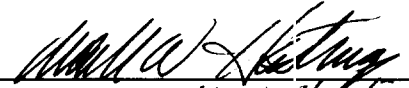
Section 8. Execution in Counterparts. This Agreement and any amendments, waivers or consents hereto may be executed by Assignor and Assignee in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

Section 9. Purchase Agreement. The rights and obligations of the parties hereto are subject to the terms and conditions of that certain Purchase Assignment and Assumption Agreement dated as of March 1, 1996 between Assignor and Assignee (the "Purchase Agreement").

Section 10. Recordation. Assignor hereby authorizes the recordation of this Agreement and hereby agrees to execute such further documentation as Assignee may reasonably request in order to carry out the purpose of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and sealed as of the day and year first written above.

GWJ LEASING CORPORATION,
as Assignor

By: 
Name: Mark W. Hastings
Title: Treasurer

THE CIT GROUP/EQUIPMENT
FINANCING, INC., as Assignee


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and sealed as of the day and year first written above.

GWJ LEASING CORPORATION,
as Assignor


By: _____
Name:
Title:

THE CIT GROUP/EQUIPMENT
FINANCING, INC., as Assignee

By: 
Name: Lawrence Littlefield
Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS

On this 15th day of March, 1996, before me personally appeared Lawrence Littlefield, to me personally known, who, being by me duly sworn, says that he is Vice President of The CIT Group/Equipment Financing, Inc., that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



BONNY L. Y. KWOH Notary Public
Notary Public, State of New York
No. 2100000000
Qualification _____
My commission expires _____

STATE OF)
)
COUNTY OF) SS

On this _____ day of March, 1996, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of GWI Leasing Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires _____.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

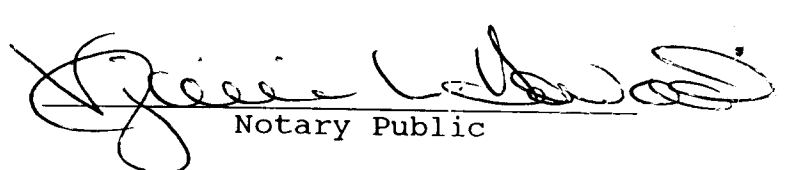
On this _____ day of March, 1996, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of The CIT Group/Equipment Financing, Inc., that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires _____.

STATE OF CONNECTICUT)
) SS
COUNTY OF FAIRFIELD)

On this 14th day of March, 1996, before me personally appeared Mark W. Hastings, to me personally known, who, being by me duly sworn, says that he is Treasurer of GWI Leasing Corporation, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My commission expires _____ **MY COMMISSION EXPIRES FEBRUARY 22, 1998**

H:\CORPORAT\04868\0172-00\JA2587 (March 12, 1996)

SCHEDULE A

DESCRIPTION OF ITEMS OF EQUIPMENT

One Hundred Twenty One (121) 100 ton capacity steel coal cars with cubic capacity of 3,400 cubic feet manufactured in 1973, with car marks and numbers as follows
(Note all GNWR marks will be changed to WE marks):

<u>Car Number</u>	<u>Car Number</u>
GNWR 1001	GNWR 1035
GNWR 1002	GNWR 1036
GNWR 1003	GNWR 1037
GNWR 1004	GNWR 1038
GNWR 1005	GNWR 1039
GNWR 1006	GNWR 1040
GNWR 1007	GNWR 1041
GNWR 1008	GNWR 1042
GNWR 1009	GNWR 1043
GNWR 1010	GNWR 1044
GNWR 1011	GNWR 1045
GNWR 1012	GNWR 1046
GNWR 1013	GNWR 1047
GNWR 1014	GNWR 1048
GNWR 1015	GNWR 1049
GNWR 1016	WE 1050
GNWR 1017	GNWR 1051
GNWR 1018	GNWR 1052
WE 1019	GNWR 1053
GNWR 1020	GNWR 1054
GNWR 1021	GNWR 1055
GNWR 1023	GNWR 1056
GNWR 1024	GNWR 1057
GNWR 1025	GNWR 1058
GNWR 1026	GNWR 1059
GNWR 1027	GNWR 1060
GNWR 1028	GNWR 1061
GNWR 1029	GNWR 1062
GNWR 1030	GNWR 1063
WE 1031	GNWR 1064
WE 1032	GNWR 1065
GNWR 1033	GNWR 1066
WE 1034	GNWR 1067

Car Number

GNWR 1068
GNWR 1069
GNWR 1070
GNWR 1071
GNWR 1072
GNWR 1073
GNWR 1074
GNWR 1075
GNWR 1076
GNWR 1077
WE 1078
GNWR 1079
GNWR 1080
GNWR 1081
WE 1082
GNWR 1083
GNWR 1084
GNWR 1085
GNWR 1086
WE 1087
GNWR 1088
GNWR 1089
GNWR 1090
GNWR 1091
GNWR 1092
GNWR 1093
GNWR 1094
GNWR 1095

Car Number

GNWR 1096
GNWR 1097
GNWR 1098
GNWR 1099
GNWR 1100
GNWR 1101
GNWR 1102
GNWR 1103
GNWR 1104
WE 1105
WE 1106
GNWR 1107
WE 1108
GNWR 1110
GNWR 1111
GNWR 1112
GNWR 1113
GNWR 1114
GNWR 1115
WE 1116
GNWR 1117
WE 1118
GNWR 1119
WE 1120
GNWR 1121
GNWR 1122
GNWR 1123